

REMARKS

In the Office Action the Examiner noted that claims 1-12 and 14-26 are pending in the application, and the Examiner rejected all claims. By this Amendment, claim 21 has been amended. No new matter has been presented. Thus, claims 1-12 and 14-26 remain pending in the application. The Examiner's rejections are traversed below, and reconsideration of all rejected claims is respectfully requested.

Claim Rejections Under 35 USC §103

In item 4 on pages 2-21 of the Office Action the Examiner rejected claims 1-12 and 14-26 under 35 U.S.C. §103(a) as being unpatentable over U.S. Patent No. 6,223,215, issued to Hunt et al. (hereinafter referred to as "Hunt") in view of U.S. Patent Application Publication No. 2005/0005242, issued to Hoyle (hereinafter referred to as "Hoyle") in view of U.S. Patent Application Publication No. 2004/0172343, issued to Allibhoy et al. (hereinafter referred to as "Allibhoy"). Also, in item 3 [sic] on pages 21-22 of the Office Action the Examiner rejected the same claims under 35 U.S.C. §103(a) as being unpatentable over Hunt in view of Hoyle in view of Allibhoy in view of U.S. Patent No. 7,016,874, issued to Notz (hereinafter referred to as "Notz"). The Applicants respectfully traverse the Examiner's rejections of these claims.

Claim 1 of the present application recites "receiving, from the first user, designation information of a third party product provider which the first user permits to view the cart identification information and to view product information which the first user associates with the cart identification information, and which provides a product related to the viewed product information as well as additional information related to the viewed product information, said third party product provider not having permission to view the cart identification and product information before receipt of the designation information." It was shown by the Applicants in the Amendment filed on August 22, 2006, that neither Hunt nor Hoyle, either alone or in combination, discloses or suggests at least this feature of claim 1. This was acknowledged by the Examiner in item 2 on page 2 Office Action mailed October 19, 2006. Further, in the current action, the Examiner acknowledged that Hunt does not disclose a vendor/seller seeing the user's cart and making further recommendations (cross-selling).

The Applicants have provided more than necessary evidence that Allibhoy does not cure the deficiencies of Hunt and Hoyle regarding the recited features of claim 1. In response, the Examiner has provided information which does not seem to be related to the recited features

which are the subject of the Applicants' arguments. The Applicants respectfully address the Examiner's remarks below.

Allibhoy

Allibhoy discloses a network system in which a network controller is able to monitor and control enhanced viewer content and potential transactions between a user and a product provider which arise from the enhanced viewer content (Paragraphs [0053]-[0054]).

The ATV controller of Allibhoy determines whether the content provider related to the enhanced viewer content is an authorized provider before allowing any interaction between the user and the content provider (Paragraphs [0067]-[0068]). The ATV controller may perform this determination before allowing the enhanced content to reach the user, or it may allow the enhanced content to pass and then perform the determination upon an attempt by the user to contact the content provider (Paragraph [0069]). If the content provider is authorized, then the user may order a product or service from the provider. The product or service is placed in a "shopping cart" when the user initiates the purchase (Paragraph [0074]). If the user wishes to get additional information from the content provider, the ATV controller facilitates this request (Paragraph [0075]). "This information may include the stock keeping unit or SKU, additional product descriptions and specifications, pictures, videos, stock information, tax and delivery information, etc." (Paragraph [0075]).

The Discussed Features of Claim 1 Are Not Contemplated In Allibhoy

The Applicants respectfully submit that it is apparent that there is no access to the shopping cart given to the product provider in Allibhoy, nor can the product provider view the shopping cart information. Further, there is only the one product provider which supplies the product at question in Allibhoy. In other words, the user may order the product from the product provider, and may request additional information, such as shipping information, from that same provider, but there is no third-party product provider as recited in claim 1 of the present application. Once a product is placed in the cart recited in claim 1, a third-party product provider would necessarily have to be other than the provider of the product placed in the cart. Therefore, the features of Alibhoy relied on by the Examiner are improper in many ways. The Applicants will now address the Examiner's Response to Arguments regarding Allibhoy on a point by point basis.

- The Examiner alleged that Allibhoy discloses allowing third party product providers to sent content to the user only after receiving permission from the user, citing claim 16 (“permitting the network transaction to proceed if the content provider abides by said third party parameters”). The Examiner then alleged that claim 19 adds third party parameters including a user profile associated with said receiver to determine whether the network transaction may proceed.

The Applicants respectfully submit that it is apparent that the feature of Allibhoy identified by the Examiner merely discloses allowing a user to contact a product provider to purchase a product or service, upon the user responding to enhanced viewer content, if the product provider has been authorized by the ATV controller (Paragraph [0067]). At this point, it is obvious that there is no shopping cart content from that provider. In other words, there is no product, and therefore no product information, yet in the shopping cart. Further, there is no permission whatsoever being granted by the user. Quite to the contrary, the user is requesting to interact to the product provider, and the ATV controller then determines whether or not to allow the interaction to occur depending on whether the product provider has been authorized by the Network Operator. Thus, not only is there not produce in the cart, and no third-party product provider (only the direct product provider), there is no permission to communicate at all granted from the user. The permission is simply asked for.

Regarding the user profile, Paragraph [0070] clearly describes that the user profile typically includes such information as the geographic location of the user to determine the appropriate information for the ATV controller. This does not disclose, nor even contemplate, permitting a third party product provider access to cart information.

However, the Applicants do note that Paragraphs [0159]-[0162] discuss allowing a user to manually set trigger filter information to allow information for particular subjects to come through on the channels being watched by the user. However, this merely allows triggers on topics of interest to be seen by the user, and is quite clearly not set for any specific product provider at all, much less access to a third-party product provider to view cart information. Further, this is not germane to any cart information at all.

- The Examiner then alleged Paragraph [0159] discloses allowing the third party product providers to send content to the user only after receiving permission from the user.

As previously discussed, Paragraph [0159] discloses a user setting a trigger information filter according to topics of interest, or to monitor certain channels (e.g., a local channel, a headline news service, a sports broadcast service, etc. as disclosed in Paragraph [0162]). The “triggers” which are allowed are prompts in the enhanced viewer content which allow the user to “click” on for product or service information (Paragraph [0058]). There is no contemplation whatsoever of giving permission to any specific product provider to send information through these triggers. Further, even if there were permission to a specific product provider, then this would still fail in many ways to disclose the discussed features of claim 1. First, this trigger information would simply be an advertisement, and not related to any cart information whatsoever, much less a product in the cart. Also, because there is no cart information being accessed, the product provider providing the product or service would not be a third-party product provider. Therefore, the Applicants respectfully submit that this disclosure of Allibhoy has no bearing on the recited features of claim 1.

- The Examiner cited Paragraph [0137] of Allibhoy, alleging that the trigger can be an indicator for a specific Content Provider.

The Applicants respectfully submit that it is quite obvious that the trigger can be an indicator for a specific product provider. However, the trigger information filter is set by information related to the triggers, not any specific trigger. In other words, the user does not set the actual triggers that are allowed in the filter, but sets the filter so that triggers associated with the information will be passed through. If the user knew the precise triggers desired, the user would simply go directly to the product provider associated with the trigger. Why would the user wait for the trigger to arrive through enhanced television content?

Regardless, this trigger is still simply an advertisement for a product, and is not related to any product information in a cart. Nor is it from a third-party product provider. It is simply from a direct product provider.

- The Examiner alleged, “Hence, Allibhoy discloses permitting the network transaction to proceed if the content provider abides by said third party parameters; wherein said third party parameters include a user profile associated with said receiver. And, Allibhoy discloses that the user can control their profile directly and with a wide range of parameters. And, Allibhoy discloses that one of the parameters can be a particular Content Provider.”

As already discussed, naming a content provider as acceptable for receiving blind advertisements from is in no way related to giving a third-party product provider access to view cart information. Further, the network transaction cited by the Examiner comes well after the delivery of any such trigger information. Therefore, the Applicants respectfully submit that the Examiner is improperly characterizing the two actions as the same thing. Regardless, as discussed at length in this Response, none of this trigger information is tantamount to giving permission to a third-party product provider to view the product information associated with the cart.

- The Examiner alleged that Allibhoy discloses a shopping cart where further information from third parties can be obtained and presented to the user, and noted that the user can change their profile and that authorizations from the user may be necessary.

The Applicants respectfully submit that this allegation by the Examiner is not valid. Any further information from the product provider is simply obtained by the ATV controller from the product provider itself (Paragraphs [0074]-[0075]). Since this product provider provided the actual product of which the user has initiated the purchase of, then it is quite obviously not a third-party product provider. Further, the product provider is not given access to view the cart information at all, the ATV controller simply queries the product provider for the information. Therefore, it would be quite apparent to one skilled in the art that there has been no permission granted to a third party product provider by a first user to view cart identification information and product information associated with the cart identification information.

Also, as previously discussed, changing the user profile in Allibhoy is not related whatsoever to giving permission to any specific product provider to view cart identification

information. Rather, it may, at best, allow advertisements to be sent along with other television programming.

- The Examiner cited Paragraph [0094], alleging that the user in Allibhoy can control the user profile and the user profile can be a filter that requires authorizations for certain transactions.

Again, the Examiner is apparently trying to equate the user trigger information filter with giving permission to a product provider to view information. The Applicants have shown in great detail that this simply allows product providers associated with the filter information to plant advertisement triggers in enhanced television content. Thus, there is no product information to be viewed by any product provider, much less a third party product provider.

In other words, a user may set the trigger information filter to allow triggers to pass through which are related to information. Even in the event that a user has identified a specific content provider for which related triggers are able to pass, this simply allows that product provider to send advertisement triggers through enhanced viewer content. For example, if a viewer is interested in information regarding Suzuki motorcycles, the viewer may identify Suzuki in the filter information as being acceptable. This merely allows any advertisement triggers which may come along from Suzuki to be passed on through with the content being viewed by the user. The user, upon seeing the trigger, can then “click” on the trigger to get information about the product being advertised. However, there has been no permission granted by the user for Suzuki to view any product information associated with a cart by the user. And, even if the user purchases the advertised product from Suzuki, Suzuki would be the direct product provider, not a third party product provider. Therefore, Allibhoy fails on several levels to disclose, suggest, or even contemplate the discussed features recited in claim 1 of the present application.

The remainder of the Examiner’s responses also seem to discuss these triggers, which have been shown by the Applicants to be completely unrelated to any type of access to product information associated with cart information. Further, the Applicants respectfully submit that there is no motivation to combine Allibhoy with the other cited references, as Allibhoy merely discloses controlling advertisement in enhanced television programming, which is in no way related to advertising targeted to products in a cart.

The Examiner also briefly discussed Hoyle disclosing a user being able to indicate a guest user who is able to see the account, and apparently went on to surmise that this could mean that a user could appoint all of the members of a corporation to be a guest user. The Examiner is apparently attempting to allege that a user can authorize a corporation to be a guest user, and that corporation could be a third party product provider viewing the user's cart. The Applicants respectfully submit that example by the Examine, which is in no way supported in the disclosure of Hoyle, is improper and had no bearing on the recited features of claim 1. No one skilled in the art would make the jump in logic of a user allowing a corporation to log in and see the user's cart identification information, if this is indeed what the Examiner is attempting to convey. Therefore, the Applicants respectfully submit that the Examiner's allegation regarding Hoyle is moot regarding the deficiencies of Allibhoy in reference to claim 1 of the present application.

Regarding Notz, the Examiner stated that Notz discloses a merchant/seller being able to see the cart and make an upsell recommendation. The Examiner went on to state that it would be obvious to add Notz to Hunt's cart "for providing information and making purchases." However, the Applicants again point out that Notz does not cure the deficiencies of the other cited references regarding "said third party product provider not having permission to view the cart identification and product information before receipt of the designation information."

Therefore, none of the cited references, either alone or in combination, disclose or suggest at least the recited features of claim 1 discussed above. For a proper §103 rejection, the cited references must combine to disclose all of the recited features. Thus, the Applicants respectfully request the withdrawal of the Examiner's §103 rejection of claim 1.

Claims 2-10 depend from claim 1 and include all of the features of that claim plus additional features which are not disclosed or suggested by the cited references. Therefore, it is respectfully submitted that claims 2-10 also patentably distinguish over the cited references.

Independent claims 11-12, 14, and 21-23 recite similar features to those discussed above, and which are not disclosed or suggested by the cited references. Therefore, it is respectfully submitted that claims 11-12, 14, and 21-23 also patentably distinguish over the cited references.

Claims 15-20 depend from claim 14, and claims 24-26 depend from claim 23. These dependent claims include all of the features of their respective independent claim plus additional features which are not disclosed or suggested by the cited references. Therefore, it is

respectfully submitted that claims 15-20 and 24-26 also patentably distinguish over the cited references.

Summary

In accordance with the foregoing, claim 21 has been amended. No new matter has been presented. Thus, claims 1-12 and 14-26 remain pending in the application.

There being no further outstanding objections or rejections, it is respectfully submitted that the application is in condition for allowance. An early action to that effect is courteously solicited.

Finally, if there are any formal matters remaining after this response, the Examiner is requested to telephone the undersigned to attend to these matters.

If there are any additional fees associated with filing of this Amendment, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,

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